

Resolution Agreement
Saddleback College
(Docket Number 09-15-2270)

In order to resolve the compliance concerns under Title IX of the Education Amendments of 1972 (Title IX) that were identified by the U.S. Department of Education, Office for Civil Rights (OCR), during the investigation of the above-referenced complaint, Saddleback College, Division of Health Sciences and Human Services (College), without admitting to any violation of the law, agrees to take the following actions:

I. Individual Remedies

- A. The Complainant will be permitted to enroll in the Licensed Vocational Nurse – Registered Nurse program (LVN-RN program) in the College’s nursing department for the 2015-2016 academic year. Within 30 days of the date this Agreement is signed, the College will verify to OCR that the offer of enrollment was provided to the Complainant.
- B. The College will provide documentation of the formal investigation into the alleged comments made by the instructor. The investigation must provide the complainant rights equal to that of the instructor, include thorough and impartial individual interviews with all available and relevant witnesses, and make a finding based on the preponderance of the evidence taking any necessary action as a result.

II. Grievance Procedures

- A. The College will issue written guidance to clarify how student complaint and grievance procedures are to be used in responding to complaints of sex discrimination. The guidance will:
 - a. direct administrators at the College that if a student makes a complaint that includes an allegation of unlawful sex discrimination, including harassment and retaliation, the grievance, or portion of the grievance, will be immediately referred to the Title IX Coordinator for investigation;
 - b. direct that the referral will take place without a determination as to whether the discrimination allegation states a claim; and
 - c. require that the administrators of the College advise the student as to the requirements of each process.
- B. The College will provide OCR with a draft of the written guidance within 30 days from the date this Agreement is signed. The College will distribute the guidance to the relevant administrators within ten days of receiving OCR approval of the draft. Within 10 days of distribution, the College will verify to OCR that the guidance has been distributed.

The College understands that OCR will not close the monitoring of this agreement until OCR determines that the recipient has fulfilled the terms of this agreement and is in compliance with the statutes and regulations at issue in this case.

The College understands that by signing this agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this agreement. Further, the College understands that during the monitoring of this agreement, if necessary, OCR may visit the College, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the College has fulfilled the terms of this agreement and is in compliance with the statutes and regulations at issue in this case.

The College understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10), or judicial proceedings to enforce this Agreement, OCR shall give the District written notice of the alleged breach and sixty (60) calendar days to cure the alleged breach.

_____/s/_____

David P. Bugay
Vice Chancellor, Human Resources & Employer/Employee Relations

_____09/22/2015_____

Date